

Example - Terms and Conditions

This document is provided for information purposes only and some terms may vary prior to offer.

The conditions of service generally are those laid down in the National Joint Council for Local Government Services. A copy of the N.J.C. for Local Government Services will be made available for your inspection at all reasonable times on your request.

Salary

Your salary grade will be on the NJC scales. The payment of any spine point increment and/or any cost of living increase will be subject to the pay remit approval process required by the Department of Finance and therefore cannot be guaranteed. Any increments in salary will also be conditional on satisfactory performance being achieved and maintained. Increments will normally be due six months after your start date or next 1 April, whichever the later, and thereafter on 1 April each year.

Probationary period

Your employment is subject to a probationary period of ten months during which time you will be required to demonstrate, to NILGOSC's satisfaction, your suitability for the position in which you are employed. Failure to do so may mean that your contract will be terminated. This period may be extended at NILGOSC's discretion and is without prejudice to the Company's right to terminate your employment before the expiry of the probationary period.

Payment of salary

Salary is paid monthly by bank credit transfer into your nominated bank account. You will be provided with an itemised pay slip showing all allowances, all deductions, and the net amount payable.

In order to comply with HM Treasury's Resource Accounts Manual, we may have to disclose details of your salary, including taxable benefits in kind, and pension in our annual accounts. We may also have to disclose additional information should the requirements of the Resource Accounting Manual change. It is a condition attached to your post that you agree to this disclosure.

Normal working hours

Standard (full-time) working hours are 35 hours per week. Within the Flexible Working framework you must work at least 4 hours per day (the 'core' period) and take no less than half an hour for lunch. Starting and finishing times must be agreed with your line manager.

You may be required to work additional hours (which may include weekends/bank holidays) as business needs dictate. No extra payment will be made for additional hours worked over and above your normal working hours.

Annual leave

Your leave entitlement, exclusive of statutory and public holidays is 26 days in each complete financial year which runs from 1st April to 31st March. In your first year of employment or on leaving NILGOSC leave will be granted in proportion to the number of completed weeks of service before 31 March. Leave is to be taken in accordance with NILGOSC Leave Entitlement Policy which will be available on the Intranet.

The above entitlement will increase by 3 days if, at the commencement of the leave year, you have not less than 10 years service, including any service as above deemed as continuous service.

You are also entitled to 12 Statutory and Public holidays per year.

Pro rata equivalent entitlements will apply should you work less than five days per week.

Payment of holidays (including statutory and public holidays) is included in your salary.

In the event of termination of this contract, you will receive payment in lieu of the amount of holiday accrued but not taken (or have a deduction for any excess of annual holiday taken over the entitlement accrued). This adjustment will be made in any final salary payment.

Sickness allowance

Your entitlement to sickness allowance is:

Service at Commencement of Sickness	Full Pay	Half Pay
During first year	1 month	2 months (after completing 4 months service)
During second year	2 months	2 months
During third year	4 months	4 months
During fourth and fifth years	5 months	5 months
After five years	6 months	6 months

You will be required to accept and abide by NILGOSC's Absence from Work Policy which is available on the Intranet. The payment of NILGOSC sick pay is dependent upon you complying with all the rules of this policy including the rules concerning the notification of your absence to your manager on the first day of absence from work. Any leave that has not been notified to NILGOSC in line with the rules will be treated as unauthorised absence and NILGOSC sick pay will not be paid for that day.

NILGOSC reserves the right to withhold payment or deduct from your salary a day's pay for each day of unauthorised absence. Should you take unauthorised absence but have already received your current month's salary, NILGOSC reserves the right to deduct the amount of pay which has been overpaid from the following month's salary or from any other sums due to you.

Furthermore, it is a condition of employment that you agree, on NILGOSC request, to undergo, at NILGOSC's expense, any medical examination by an independent occupational health doctor, as nominated by NILGOSC. You will also agree to authorise the doctor responsible for such an examination to prepare a medical report detailing the results of such examinations for disclosure to and discussion

with NILGOSC. Refusal to provide consent to be examined may result in disciplinary action and/or the withdrawal of NILGOSC sick pay.

Should the doctor appointed require further details of your medical history, you will be asked to give your written consent for the doctor to contact your GP or specialist for his/her medical records or for a medical report. Any such request will be subject to your rights under the Personal Files and Medical Reports (Northern Ireland) Order 1991 and the Data Protection Act 1998.

Notice

Period of Continuous Employment	From Employee	From NILGOSC
4 weeks or less	1 week	1 week
4 weeks or more but less than 2 years	6 weeks	1 week
2 years or more but less than 5 years	8 weeks	1 week for each year of continuous employment
5 years or more	12 weeks	1 week for each year of continuous employment up to a maximum of 12 weeks

You may be required to work such notice periods in full or in part, any increases to notice periods will be made in line with statutory requirements. NILGOSC reserves the right to deduct the equivalent of (or pursue a payment of) a days' pay for every day short of the required notice period.

NILGOSC reserves the option in its absolute discretion to terminate employment by making a payment in lieu of notice. The payment will be based solely on the actual salary level payable when the option is exercised and will be subject to deductions for income tax and National Insurance contributions as appropriate.

Any other severance payments to which you are entitled at the end of your employment will be calculated in accordance with current terms on contract termination, which are subject to change from time to time.

You will at any time upon request, and in any event upon the termination of your employment, return all NILGOSC property in your possession or under your control including computer hardware, documents, disks and tapes. On leaving NILGOSC you will also be required to advise the Deputy Secretary of all access codes and passwords within your knowledge, which relate to your employment.

NILGOSC reserves the right and you agree to the deduction at any time of any sums owed to NILGOSC by you from any sums owed by NILGOSC to you.

Pension Scheme

NILGOSC provides membership of the Northern Ireland Local Government Pension Scheme (the LGPS (NI)) to employees aged under 75 who have a contract of employment that is for at least three months.

As this applies to this post, you will be automatically entered into membership with the LGPS (NI). You can decide to opt out of the Scheme, should you decide to do so, you must complete an Opt-Out Notice and return this to Human Resources.

Further details, will be made available on joining. Full details of the benefits of being an LGPS (NI) member can be found in the [Short Guide to the Scheme](#).

As a member of the Scheme you will be required to contribute the percentage of your salary as set out in the table below. NILGOSC will also contribute to the scheme on your behalf and the current contribution rate (for 2024-25) is 19% of your pensionable pay.

Employee contribution table at 1 April 2024:

Whole-time equivalent pensionable pay range	Employee Contribution Rate
£0 - £18,000	5.5%
£18,001 - £27,700	5.8%
£27,701 - £46,300	6.5%
£46,301 - £56,300	6.8%
£56,301 - £111,700	8.5%
More than £111,700	10.5%

The pensionable pay figures will be increased annually in line with the cost of living.

The normal retirement age, under the 2015 LGPS rules, will be the normal state pension age, subject to a minimum of age 65.

Trade Union membership

You have the right to join a trade union and to take part in activities.

Grievance procedures

If you have a grievance relating to any aspect of your employment you should, in the first instance, raise the matter with your manager. If your grievance is still not settled to your satisfaction, you can raise the matter formally in writing with your manager's manager.

Disciplinary procedures

NILGOSC's disciplinary procedure, which forms part of your contract of employment, is available on the Intranet.

Failure to meet NILGOSC standards of ethics, conduct or performance or action which breaches any policy and/or implied or express terms of the contract of employment will be subject to disciplinary action which can culminate in dismissal with/without notice.

Smoking

The premises are designated smoke-free and this extends to the use of e-cigarettes. It is a condition of employment that you comply with this requirement. Any breach of the rules will result in disciplinary action and may constitute gross misconduct.

Data Protection

You are required, at all times during employment, to comply with the provisions of current UK data protection legislation and with any policy introduced by NILGOSC to comply with this legislation.

NILGOSC's Employee Privacy Notice gives details on what personal data NILGOSC will hold about you, how it is collected, used and shared during your employment (and after it ends). A copy of the Privacy Notice is available on the Intranet.

General obligations

You may not enter into any other occupation or employment, or conduct any trade or business, in your spare time, without the prior written approval of NILGOSC. Approval will not be given for any outside work which might interfere with the proper performance of your duties.

You will at all times, while in the course of employment, maintain a neat and tidy appearance and dress in a respectable and moderate fashion, and will comply with any reasonable instructions of NILGOSC as to appearance and dress. A copy of the Dress Code is available on the Intranet.

You will conduct your work in a co-operative manner and accept and abide by NILGOSC's policies as set in the various staff policies on the Intranet.

Variation of contractual terms and conditions

The contract of employment as defined above is subject to amendment or variation by consultation and issue of individual or general statements of those changes to be introduced. NILGOSC will give reasonable notice of any such changes.